IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.3946 OF 2005
IN
SUIT NO.3055 OF 2005

M/s.M.D. Enterprises ....Plaintiff
V/s.
Gurunath M. Pethe & Ors. ....Defendants

Mr.B.H. Mehta for the Plaintiff.
None for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 21ST DECEMBER, 2005.

P.C. :

1. The Defendants are absent despite notice.

2. The suit is filed for specific performance of an agreement dated 27th June, 1995 for sale of the suit property by the Defendants to the Plaintiff. The consideration was of Rs.10,00,000/-. The part payment of Rs.3,00,000/- has been made by the Plaintiff.

3. The Defendants by a letter dated 16th October, 2000, terminated the agreement. The Plaintiff's case is that the same was not acted upon. Prima-facie, it appears to be correct, as by a letter dated 12th September, 2005, the agreement was sought

to be terminated by the Plaintiff. Prima-facie, the letter of termination does not conform to clause 34 of the agreement.

4. In the circumstances, ad-interim order in terms of prayer (b).

5. The Notice of Motion is made returnable after six weeks.